ADOT Contract No. JPA 94-101 ADHS Contract No. 09-5002

### INTERAGENCY SERVICE AGREEMENT BETWEEN

## ARIZONA DEPARTMENT OF TRANSPORTATION AND THE ADHS STATE LABORATORY SERVICES

This Interagency Service Agreement is between the Arizona Department of Health Services (referred to as "ADHS") State Laboratory Services (referred to as "SLS") and Arizona Department of Transportation (referred to as "ADOT").

ADHS is authorized to enter into this Agreement pursuant to ARS 36-104 and 35-148. ADOT is authorized to enter into this Agreement pursuant to ARS Section 28-108.

<u>PURPOSE:</u> This Interagency Service Agreement defines the conditions under which ADOT will purchase laboratory services from ADHS/SLS.

NOW, THEREFORE, THE PARTIES UNDERSIGNED AGREE AS FOLLOWS:

#### I. SERVICES TO BE PROVIDED

A. Appropriate SLS professional, technical support staff and other operating resources shall be utilized to provide analytical and non-analytical support services as defined on the current service schedule. Requests for the development of new analytical services after the start of the Agreement shall be borne by ADOT for the actual costs incurred by ADHS-SLS. These costs may include, but are not limited to, additional manpower, equipment, training, other operating expenses, and P&O services. If requested, a work program will be developed to implement and track the development of the project.

Chain of custody will be provided as necessary.

B. On an ongoing basis the ADOT Liaison and the SLS Chemistry Manager will agree upon analytical services among the available categories in an attempt to maximize the monthly workload in a good faith effort to expend the agreed upon quarterly contract amount of \$ 2,000.00.

#### II. TERM OF AGREEMENT

This Agreement shall begin on July 1, 1994, and shall terminate on June 30, 1995.

#### III. AMOUNT OF AGREEMENT AND PAYMENT

The total dollar amount of this Agreement, through June 30, 1995, is \$ 8,000.00. Charges against this dollar amount shall be based on the Attachment I Service Schedule.

Nothing in this Agreement shall preclude ADOT from voluntarily exceeding the dollar value of this Agreement with additional requests for services, based upon the unit charges contained within the Attachment I Service Schedule. SLS shall prepare a statement of costs relating to such tests in excess of the quarterly allocation and transmit such statement to ADOT by the 15th working day of the month following the quarter in which services were delivered. ADOT shall verify that services have been received in excess of the ISA quarterly amount and remit an amount equivalent to the dollar value of those services within 30 days following the quarter in which services were received.

ADOT shall transfer to SLS the amount of \$ 2,000.00 effective each of the following dates: July 1, 1994; October 1, 1994; January 1, 1995; and April 1, 1995.

#### IV. SCHEDULING OF SAMPLES TO BE EXAMINED

A. ADOT in conjunction with SLS will establish a monthly sampling/scheduling program for laboratory samples submitted by ADOT. ADOT will be responsible for establishing liaison person(s) to coordinate collection, submission, scheduling and prioritization of samples in accordance with the policy for scheduling listed as Attachment II. SLS and ADOT will resolve conflicts in scheduling by verbal communications (meetings and/or telephone) relating to the master schedule. The contact person for ADHS/SLS is the Chemistry Office Manager (542-6108).

#### V. ACCOUNTING OF SERVICES PROVIDED

It is agreed by both parties that the current SLS service schedule and monthly workload record shall be the method used to track the cost of services provided to ADOT.

A quarterly accounting statement will be provided by the 15th working day of the month following the end of the quarter to ADOT that will itemize the Contract Services provided.

A thirteenth month accounting statement will be provided within 60 days of the end of the Fiscal Year to ADOT that will itemize any additional Contract Services provided.

#### VI. SERVICE SCHEDULE

See Attachment I (Environmental Analytical Service Schedule). Note that the unit cost per test is based upon a Priority 3 (routine) processing category. Should the samples be designated as Priority 2 (rush), a 25% surcharge will be assessed. Should the samples be designated as Priority 1 (emergency), a 50% surcharge will be assessed.

#### VII. TURNAROUND TIME

Test results will be provided under the timetables and conditions on Attachment III (Turn Around Time).

#### VIII.REPORTS, NOTICES AND CORRESPONDENCE

- A. Test Results
  - 1. Written, preliminary reports can be generated upon completion of specified analyses and are available if requested by the submitter.
  - 2. Final or confirmatory, written reports are generated upon completion of all analytical requested testing and are then mailed to the submitter.
- B. Quarterly Accounting Statements
  Quarterly accounting statements will be developed which
  will detail for each preceding quarter the number, type
  and cost of each service provided as well as the total
  cost of the service for that period. The quarterly
  statement will be received by ADOT no later than the 15th
  working day of the month in which the report is due.

- C. Final Accounting Statement
  The final accounting statement will be developed by 8/1/95. This statement will correct, if necessary, any accounting errors or omissions from each quarterly statement plus provide the cumulative cost of all services for the contract year.
- D. Notices, Correspondence and Reports from ADHS-SLS will be sent to the Deputy State Engineer of ADOT unless otherwise indicated by ADOT with the exception that analytical reports of test results will be mailed to the submitter as requested on the SLS Sample Submittal Form.
- E. Notices, Correspondence and Reports from ADOT will be sent to:

Assistant Director State Laboratory Services 1520 West Adams Street Phoenix, Arizona 85007

F. Payments Due to ADHS will be sent to:

Associate Director/Chief Financial Officer Administration and Financial Services Arizona Department of Health Services 1740 West Adams Street Phoenix, Arizona 85007

#### IX. MODIFICATION

This Agreement may be modified with an amendment approved and duly executed by both parties. Any changes in the Agreement will be made through a negotiation process including the Director of the Arizona Department of Health Services or their designee, the Assistant Director of the Division of State Laboratory Services and the appropriate representatives of the Arizona Department of Transportation. Effective date of the changes will be outlined with an amendment.

#### X. <u>RENEWAL</u>

This Agreement will be renegotiated on an annual basis. Negotiations will begin on or about April 1 for an effective date of July 1 of the same year. The SLS Chemistry Office Manager will contact the ADOT Liaison to initiate negotiation process. The negotiation process will include the Director of the Arizona Department of Health Services or their designee, the Assistant Director of the State Laboratory Services or designee and the appropriate representatives of Arizona Department of Transportation.

#### XI. DISPUTE RESOLUTION

When a dispute or a conflict occurs regarding this ISA, ADOT and the State Laboratory will utilize the following procedure for resolving the issue:

- 1. the ADOT Laboratory Liaison and the SLS Chemistry Office Manager or their designees, will meet and negotiate a resolution;
- 2. if the aforementioned representatives cannot resolve the issue, the matter will be brought to the ADOT Deputy State Engineer and the SLS Assistant Director, who will meet and negotiate a resolution; and
- 3. if the ADOT Deputy State Engineer and the SLS Assistant Director cannot reach an agreement, the matter will be brought to the ADOT Chief Deputy State Engineer and the ADHS Director, who will meet and negotiate a <u>final resolution</u>.

NOTE: Either party in the negotiations can elevate the issue to the next level in order to expedite final resolution for that issue.

#### XII. TERMINATION

A. Either party reserves the right to terminate this Agreement without cause by giving the other party sixty (60) days written notice prior to the termination date. Notice shall be sent by certified mail, return receipt requested and addressed to the following:

For ADHS-SLS
Assistant Director
State Laboratory Services
1520 West Adams Street
Phoenix, Arizona 85007

For ADOT
Deputy State Engineer
Department of Transportation
206 S. 17th Avenue Mail Drop 174A
Phoenix, Arizona 85007

B. In the event that this Agreement is terminated prior to its completion, the ADOT shall pay for any outstanding service(s).

#### XIII.ASSIGNMENT AND DELEGATION

Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

#### XIV. INSPECTION AND AUDIT

All books, accounts, reports, files and other records related to this Agreement shall be kept for five (5) years after termination of this Agreement, and shall be subject at all reasonable times to inspection and audit by either Party.

If an audit is required, ADOT will arrange and pay for an audit of this ISA. This audit will be conducted in accordance with the audit and reporting standards as prescribed in the Federal Single Audit Act of 1984 (P.L. 98-502) and the OMB Circular A-128. The Audit must include a report on the financial statements, a report on internal controls, and a report on compliance.

#### XV. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona, and shall incorporate by reference all laws governing the Interagency Agreements and mandatory contract provisions of state agencies required by statute or executive order.

Both parties enter into this Interaction day of March, 1994.	agency Service Agreement on this
ARIZONA DEPARTMENT OF TRANSPORTATION BY White San	ADHS STATE LABORATORY SERVICES BY DWWGA KNICHT
Robert P. Mickelson, P.E. Chief Deputy State Engineer	Barbara Erickson, Ph.D. Assistant Director
Dated: 8/19/95	Dated: '// 4 / 4 /
By Jack Dillenberg, DDS,	MPH .
Director	
Arizona Department of	Health Services
Dated: 8-2-94	

# ATTACHMENT I SERVICE SCHEDULE

#### SERVICE SCHEDULE

Arizona Department of Health Services
Division of Laboratory Services
FY 93-94
Effective October 1, 1993
Continued FY 94-95

## ENVIRONMENTAL ANALYTICAL SERVICES

#### CATEGORY AND TYPE OF ANALYSIS UNIT COST PER TEST\*

#### INORGANICS IN WATER & WASTEWATER

SDW All Inorganics SDW Primary Standards SDW Secondary Standards All Ambient Inorganics Ambient Nutrients	\$ 383.20 210.20 183.90 459.60 150.20
Alkalinity, Total Ammonia-Nitrogen Bromide Chloride Conductivity, Specific Cyanide, Total Cyanide, Amenable Cyanide, Direct Fluoride Hardness Nitrate-Nitrogen (NO3-N) Nitrite-Nitrogen (NO2-N) Nitrite+Nitrate Nitrogen Nitrogen, Total Kjeldahl pH (Water) Phosphorus, Total Phosphate, Ortho Soluble Solids Sulfate in water Sulfate, Leachable Sulfide	17.50 31.70 21.20 5.70 11.40 95.00 106.60 33.40 13.60 9.30 20.70 20.70 20.70 38.60 9.00 38.60 31.90 45.00 27.10 63.90 29.40
Total Dissolved Solids Total Suspended Solids Turbidity	10.80 10.80 10.80

## SERVICE SCHEDULE Page 2

#### TRACE METALS

Percent Solids (Soil/Sludge) Digestion of soil or sludge Total Recoverable Digestion (Water) Aluminum Antimony Arsenic Barium Beryllium Boron Cadmium Calcium Chromium, Total Chromium, Hexavalent Cobalt Copper Iron Lead Magnesium Manganese Mercury Nickel Potassium Selenium Silver Strontium Sodium Thallium Tin Titanium Zinc ICP Multiquant, Water ICP Multiquant, Hazardous Materials	\$ 7.60 34.00 15.60 22.70 13.80 26.20 22.70 13.80 19.80 13.50 13.80 13.50 13.80 13.50 13.80 13.50 13.50 13.50 13.50 13.50 13.50 13.70 13.70
AIR QUALITY (HI-VOL FILTER)  TSP/PM10 Particulates	11.10
Filter Issuance Charge (per filter)	2.90

#### HAZARDOUS WASTE CHARACTERIZATION

Toxicity Characteristic Leaching Procedure TCLP Extraction TCLP Arsenic TCLP Barium TCLP Cadmium TCLP Chromium TCLP Lead TCLP Mercury TCLP Silver TCLP Selenium TCLP BN Fraction (625) TCLP Acid Fraction (625) TCLP Pesticide Fraction (608) TCLP Herbicides	\$	162.90 38.00 23.60 21.30 21.30 43.00 21.30 38.00 266.50 295.40 253.00 358.40
Soil, pH Corrosivity, pH Flash Point Karl-Fischer (% water)		13.50 16.70 17.80 46.20
ORGANIC ANALYSES		
Carbamate Screen Chlorinated Pesticide Scan (608) Custom GC/MS (Per Hour) Safe Drinking Water Herbicides Safe Drinking Water Pesticides EDB and DBCP GWPL Organophosphorus Pesticides Polychlorinated Biphenyls (PCB's) Processing of Soils/Sludges	;	235.20 260.30 115.80 358.40 257.60 116.00 1,190.00 255.10 281.00 78.90
Priority Pollutants BN Fraction (EPA 625) Acid Fraction (EPA 625) BN/A Fraction (EPA 625) Pesticide Fraction (608)		266.50 295.40 443.00 253.00

## SERVICE SCHEDULE Page 4

**** **** ****	Volatile Organics in Water EPA 601-602 EPA 502.2 VOC's (EPA 8010)	\$ 184.90 84.70 250.90 250.90 170.10
	VOC's (EPA 8020)	170.10 267.70
****	VOC's (EPA 8010+8020) VOC's (Fuel Hydrocarbons)	138.90
**** ****	scellaneous Oil & Grease TPH (soil) TPH (water)	47.40 46.00 46.00
MI	CROBIOLOGY	
Vi	rasites in Water ruses in Water cteriology Total Coliform each Fecal Coliform each	263.90 572.40
	Fecal Streptococcus each a) Single Dilution b) Multiple Dilution Colilert	10.60 30.50 10.60
Но	urly charge for items not listed above	35.00
Me	thod Development fees/hour	54.70

<sup>\*</sup> Unit cost/test is for Routine Priority (#3) processing. Priority #2 ("Rush") samples will be assessed a 25% surcharge. Priority #1 ("Emergency") samples will be assessed a 50% surcharge.

<sup>\*\*\*\*</sup> Services not available beginning July 1, 1994. Prompt notice will be given upon reinstatement of the service.

## NON-ANALYTICAL / SUPPORT SERVICES

1. Workshops / seminars / training requested contracting agency and provided by SLS Quality Attaining Office	ssu	rance/
2. Travel to collect field samples		**
3. Overtime paid to Lab staff in support of prush sample processing/analysis over and alportion included in the analytical fee	bove [sc	that hedule
4. Review of data packages or other documents by contracting agency staff that require more hour of staff time	th	an one
5. Consultation requested by contracting agence methods, interpretation of analytical results forth that require more than one hour of staff	s, a	and so me
6. Direct support services to contracting provided by the Support and Technical Services the State Lab as follows:	ng Sect	agency ion of
SERVICE	NIT	COST
Plated media (per plate) Buffer solutions (per liter) Conductivity solutions (per liter) Reagents (as requested) Clean and wrap	\$	0.55 1.55 1.55 **
Field filtration unit Syringe Other items/equipment Sample collection kits		4.00 4.00 **
Inorganic water set (3-bottle) 40 ml VOA vial set (2-bottle) Other sampling kits		3.50 5.00 **

\*\*Billed at actual cost incurred by State Lab to provide this service. Will be estimated upon specific request.

#### NON-ANALYTICAL / SUPPORT SERVICES

Storage (per sample)	
First month	\$ 15.00
Each month thereafter <sup>b</sup>	5.00
Disposal (per sample) <sup>c</sup>	10.00

\*Charge is incurred on day 31 following the issuing of the final analytical results report.

bCharge is incurred with the 1st day of the next calendar month following the first month's fee, then again for each succeeding calendar month.

'Charge is incurred when disposal of the sample requires the services of a contracted/licensed hazardous waste hauler.

### ATTACHMENT II

# POLICY OF SCHEDULING OF ADOT SAMPLES FOR CHEMICAL/MICROBIOLOGICAL ANALYSES

## POLICY FOR SCHEDULING OF ADOT SAMPLES FOR CHEMICAL/MICROBIOLOGICAL ANALYSES

All samples for chemical and microbiological analysis to be conducted by the State Laboratory for ADOT must be scheduled in advance (exceptions as noted) before a sample will be accepted for analysis. The following scheme for prioritizing samples will be used.

Priority 1: Samples from acute or immediate health or environmental emergencies where test results may alleviate the actual crisis or are critical to the alleviation of imminent hazards will be considered high priority. This will also apply to samples which would be physically impossible to delay or resample in the future, and are critical to criminal or regulatory prosecution/compliance. Generally, these types of samples cannot be scheduled in advance; however, agencies are encouraged to give as much notice as possible either before going to the site or after the samples have been collected.

Priority 2: Samples submitted as a result of inspections or investigations involving chronic or potential health and environmental hazards where sampling is critical to the eventual alleviation of the hazard, to prosecution of the responsible parties, or to obtaining compliance with regulations will be processed next.

Priority 3: Samples resulting from routine surveillance, investigation or inspection where the sample is not critical to the alleviation of a current health or environmental hazard will be processed after priority 1 and 2 samples. Generally, scheduling of these samples can be accomplished weeks or months in advance.

Exceptions to this policy shall be the discretion of the Assistant Director or delegate after consultation with the submitting project manager or Lab liaison and shall be based upon the concept of reasonableness, the needs of the submitting agency, the value of the information to be obtained from the sample, the laboratory's current workload, the sample holding time and the required turnaround time.

Scheduling for analytical service shall be arranged through the Lab Liaison and the appropriate Office Manager or delegate.

After consultation with the submitter, the SLS may find it necessary to recommend that part of its workload be referred to another laboratory. The ADOT Lab Liaison and SLS Office Manager shall confer to reach an equitable arrangement.

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# ATTACHMENT III TURN AROUND TIME

# ARIZONA DEPARTMENT OF HEALTH SERVICES STATE LABORATORY SERVICES JANUARY, 1993 Continued FY 94-95

#### TURN-AROUND-TIME

Turn-around-time is defined as the time from which samples are received at the Lab until preliminary written or verbal reports are given to the submitter. The times listed are achievable only if there are no or very small sample backlogs. Final written (computer generated) reports usually follow within a week of the completed testing.

#### PRIORITY is defined as follows:

- 1 = Emergency which translates into start immediately and continue until finished (24 hours a day).
- 2 = Chronic or potential hazard translates into start as soon as possible after any priority ones or preceding twos and continue to work a normal work schedule day until finished.
- 3 = Routine surveillance which translates into process after any priority ones or twos have been addressed.

CATEGORY	PRIORITY
	4

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WATERS ONLY				
Inorganics SDW ASW ASW + Nutrients Dissolved metals MQ Metals Screen	1-5	1 week 1 week 7 days 3 days	6-10 samples 2 wks 2 wks 2 wks 1 wk 2 days	11-20 samples 2.5 wks 2.5 wks 2.5 wks 2 wks 1 wk
Volatiles 601/602/502.2	One		1-5 samples 72 hrs	5-10 samples 1 Wk
SOILS & SLUDGES	One	sample	2-5 samples	6-10 samples
Solvent scan 8010/8020		24 hrs 24 hrs	48 hrs	72 hrs 1 week
MQ Metals Screen	1-5	samples 2 days	6-10 samples 1 wk	11-15 samples 2 wks
TCLP Metals (1-3 metals,	no Hg)	1-5 spls 1 week		11-15 samples 3 wks
ORGANICS				
Custom GC/MS	One	sample	2-5 samples	6-10 samples
Water Soil		24 hrs 48 hrs	3 days 4-5 days	5 days 8-10 days
Pesticides (608) Water Soil			2-3 days 4-5 days	4-5 days 5-7 days
Herbicides Water Soil			4-5 days 6-8 days	2 wks 3 wks

#### CATEGORY

## PRIORITY 2

WATERS ONLY			
Inorganics SDW ASW ASW + Nutrients Dissolved metals MQ Metals Screen	2 wks	6-10 samples 4-6 wks 4-6 wks 4-6 wks 2 wks 1-2 wks	11-20 samples 4-6 wks 4-6 wks 4-6 wks 3 wks 1-2 wks
Volatiles 601/602/502.2	One sample 1 week	2-5 samples 1 WK	6-10 samples 2 wks
soils & sludges	One sample	2-5 samples	6-10 samples
Solvent scan 8010/8020	4-5 days 1 week	4-5 days 1 week	2 wks 2 wks
MQ Metals Screen	1-5 samples 1-2 wks	6-10 samples 2 wks	11-15 samples 3 wks
TCLP Metals (1-3 metals, r	no Hg) 1-5 spls 2-3 wks	6-10 samples 3 wks	11-15 samples 4 wks
ORGANICS			
Custom GC/MS Water	One sample 3-4 days	2-5 samples	6-10 samples 2 wks
Soil		6 days	3 wks
Pesticides (608) Water Soil	1 week 1.5-2 wks		1.5-2 wks 2.5-3 wks
Herbicides Water Soil	7-8 days 8-10 days	2 wks 3 wks	3-4 wks 5-6 wks

#### CATEGORY

## PRIORITY 3

\$1000000 \$ 7 Notes (1000000000000000000000000000000000000			· · · · · · · · · · · · · · · · · · ·	***
WATERS ONLY				
Inorganics SDW ASW ASW + Nutrients Dissolved metals MQ Metals Screen	1-5	samples 6-8 wks 6-8 wks 6-8 wks 3-4 wks 2-4 wks	6-8 wks 6-8 wks 6-8 wks 3-4 wks	11-20 samples 6-8 wks 6-8 wks 6-8 wks 3-4 wks 2-4 wks
Volatiles 601/602/502.2	One	sample 3-4 WKS	2-5 samples 3-4 wks	6-10 samples 3-4 wks
SOILS & SLUDGES				
	One	sample	2-5 samples	6-10 samples
Solvent scan 8010/8020		3 wks 3-4 wks	3 wks 3-4 wks	3 wks 3-4 wks
MQ Metals Screen	1-5	samples 4-6 wks	6-10 samples 4-6 wks	11-15 samples 4-6 wks
TCLP Metals (1-3 metals, no	o Hg)	1-5 spls 6-8 wks		11-15 samples 6-8 wks
ORGANICS				
Custom CC/MC	One	sample	2-5 samples	6-10 samples
Custom GC/MS Water Soil		4 wks 5-6 wks	4 wks 5-6 wks	4 wks 5-6 wks
Pesticides (608) Water Soil		3-4 wks 4-6 wks	3-4 wks 4-6 wks	3-4 wks 4-6 wks
Herbicides Water Soil		4-5 wks 5-6 wks	4-5 wks 5-6 wks	4-5 wks 5-6 wks